



भारत का राजपत्र

The Gazette of India

प्राधिकार से प्रकाशित
PUBLISHED BY AUTHORITY

सं 9] नई विल्ली, शनिवार, फरवरी 26, 1977 (फाल्गुन 7, 1898)
No. 9] NEW DELHI, SATURDAY, FEBRUARY 26, 1977 (PHALGUNA 7, 1898)

इस भाग में भिन्न पृष्ठ संख्या वी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

भाग IV PART IV

गैर-सरकारी धर्यक्तियों और गैर-सरकारी संस्थाओं के विज्ञापन और सूचनाएं

[Advertisements and Notices issued by Private Individuals and Private Bodies]

LOST

The Government Promissory Note No. BY 000871 of the 4½% loan of 1977 for Rs. 10,000/- originally standing in the name of Reserve Bank of India and last endorsed to Dhunmai J. Noble, Darabsha J. Noble and Rustom J. Noble the proprietors, by whom it was never endorsed to any other person, having been lost, notice is hereby given that the payment of the above Note and the interest thereupon has been stopped at the Public Debt Office, Reserve Bank of India, Bombay and that application is about to be made for the issue of duplicate in favour of the proprietors. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

Name of the advertiser :—The Manager, Reserve Bank of India.

Address :—Reserve Bank of India, Public Debt Office, Bombay-400 001.

LOST

The Government Promissory Note No. CA 013827 of the 4½ per cent 10-Yr. Defence Deposit Certificate for Rs. 25,000/- (Rupees Twenty five thousand only), originally standing in the name of Trustees, Jeewanlal (1929) Limited Employees Provident Fund having been lost, notice is hereby given that payment of the above note has been stopped at the Public Debt Office, Reserve Bank of India, Calcutta and that application is about to be made for the issue of duplicate in favour of the Trustees, Jeewanlal (1929) Limited Employees Provi-

dent Fund. The public are cautioned against purchasing or otherwise dealing with the above mentioned security.

For Jeewanlal (1929) Ltd.
EMPLOYEES PROVIDENT FUND
signature of the Advertiser : Bhanumati H. Shah
TRUSTEE
Dinesh H. Shah
TRUSTEE
Residence : 23, Brabourne Road, Calcutta-700 001.

LOST OF CERTIFICATE

Notice is hereby given that having lost our certificate of incorporation during shifting of the company from Lahore (West Pakistan) to India in the year 1947, the company has now approached the registrar of companies, Delhi and Haryana, Kachenjunga 18 Barakhamba Road, New Delhi for issuing a duplicate certificate of incorporation of the company. Any person having any objection to our said request may write directly to the registrar of companies, New Delhi within 15 days of the publication of this notice.

The Bharat Carbon & Ribbon Mfg. Co. Limited.
N-75, Connaught Circus,
New Delhi-110001.
Company No. 3314.

for the Bharat Carbon & Ribbon Mfg. Co. Ltd.
Sd. ILLEGIBLE
Secretary

NOTICE

NO LEGAL RESPONSIBILITY IS ACCEPTED FOR THE PUBLICATION OF ADVERTISEMENTS REGARDING CHANGE OF NAME IN GAZETTE OF INDIA. PERSONS NOTIFYING THE CHANGES WILL REMAIN SOLELY RESPONSIBLE FOR THE LEGAL CONSEQUENCES AND ALSO FOR ANY OTHER MISREPRESENTATION ETC.

BY ORDER
Controller of Publications

नाम बदलना

आज तक मैं राम खलावन श्रीवास्तव सुपुत्र/श्री अवध विश्वारी श्रीवास्तव के नाम से जाना जाता हूँ जो महाप्रबंधक कार्यालय पूर्वोत्तर रेलवे गोरखपुर कार्यालय में भंडार लिपिक के पद पर काम करता हूँ और विश्विया रेलवे कालोनी गोरखपुर में रह रहा हूँ मैंने अपना नाम बदल लिया है और आज से मेरा नाम राहुल कुमार श्रीवास्तव होगा।

मैं प्रमाणित करता हूँ कि मैंने इस संबंध में सभी कानूनी आवश्यकताओं का पूर्णतया पालन कर लिया है।

राम खलावन श्रीवास्तव
हस्ताक्षर प्रधित (पुराने नाम के)

CHANGE OF NAMES

I, hitherto known as Kum. SHOBHANA GANESH LIMAYE daughter of Shri GANESH NARAYAN LIMAYE employed as an Assistant in the Office of Hindustan Steel Limited Branch Transport and Shipping Office, the International Building, 16 Maharsi Karve Road, Churchgate, Bombay-400 020, residing at A-10, Lokmanya Nagar, T. H. Kataria Marg, Mahim, Bombay-400 016, have changed my name and shall hereafter be known as Mrs. VAISHALI PRAKASH RISBUD.

It is certified that I have complied with other legal requirements in this connection.

Kum. S. G. LIMAYE
[Sd. in existing (old) name]

I, hitherto known as DOMAN MAHATO son of late MOTOR MAHATO employed as Packer in Govt. Medical Store Depot, Calcutta, residing at 4/H/4, Commissariat Bustes Lane, Hastings P.S. Calcutta-22, have changed my name and shall hereafter be known as DOMAN YADAV.

It is certified that I have complied with other legal requirements in this connection.

DOMAN MAHATO
[Sd. in existing (old) name]

I, hitherto known as Smt. R. SUBHATHAL, daughter of Shri RANGASWAMY GOUNDER, employed as Inspector of Central Excise, Coimbatore I Division, residing at No. 74, B1 Police line, Coimbatore-1, have changed my name and shall hereafter be known as Smt. SUBBA RAJAN.

It is certified that I have complied with other legal requirements in this connection.

Smt. R. SUBHATHAL
[Sd. in existing (old) name]

I, hitherto known as SOLANKI RAMJIBHAI son of SOLANKI KALIDAS BHAJANBHAI employed as Sepoy in Collector of Central Excise, 113 Qrs. Office, Baroda, residing

at Baroda Mills Kidwainagr Society, Baroda, have changed my surname and shall hereafter be known as YADAV RAMJIBHAI KALIDAS.

It is certified that I have complied with other legal requirements in this connection.

SOLANKI RAMJIBHAI
[Sd. in existing (old) name]

I, hitherto known as ERRANA SUNKAPPA KAMBLE son of SUNKAPPA, employed as Fitter-Khalasi in Loco-Foreman's/MIRAJ, residing at Suryavanshi Banglow Kupira Road/MIRAJ, have changed my name and shall hereafter be known as ERRANA SUNKAPPA CHINNINTY.

It is certified that I have complied with other legal requirements in this connection.

E. S. KAMBLE
[Sd. in existing (old) name]

I, hitherto known as T. M. SHANMUGHAM son of Sri P. MURUGA MUDALIAR employed as Telephone Operator in Telephone Exchange Kalpetta, residing at 3/116B, Gudalai Kalpetta, have changed my name and shall hereafter be known as T. M. VELAYUDHAN.

It is certified that I have complied with other legal requirements in this connection.

T. M. SHANMUGHAM
[Sd. in existing (old) name]

I, hitherto known as GOPAL CHANDRA NATH son of Late MADHAV CHANDRA NATH employed as Clerk Gd. I Goods II Section, Traffic Accounts Office, SE Rly. Garden Reach, Calcutta-43, have changed my name and shall hereafter be known as GOPAL CHANDRA ROY.

It is certified that I have complied with other legal requirements in this connection.

GOPAL CHANDRA NATH
[Sd. in existing (old) name]

I, hitherto known as JOKHU LAL son of late RAM SARAN employed as LDC in 508 Army Base Wksp, Allahabad, Fort-211005, residing at 156, Kareli, Allahabad, have changed my name and shall hereafter be known as JOKHU LAL KUSHWAHA.

It is certified that I have complied with other legal requirements in this connection.

JOKHU LAL
[Sd. in existing (old) name]

I, hitherto known as BODIGUTLA THATHAIH son of B. GURAPPA employed as Telecom. Accounts Clerk in Divisional Engineer, Telegraphs Office, Tirupati, residing at 8/5/422 Panta Street, Tirupati, have changed my name and shall hereafter be known as B. RAJA SEKHAR. (B. RAJA SEKHAR).

It is certified that I have complied with other legal requirements in this connection.

B. THATHAIH
[Sd. in existing (old) name]

I, hitherto known as "C. JOGHI" son of 'CITHAN' employed as Labourer in Government of India Press, Coimbatore-19, residing at 19, Thirumalaickpalayam, Coimbatore Press Colony Post, Coimbatore-19, have changed my name and shall hereafter be known as C. JOTHILINGAM.

It is certified that I have complied with other legal requirements in this connection.

C. JOGHI
[Sd. in existing (old) name]

I, hitherto known as SRI PHANIDHAR BORA son of Shri UMARAM BORA employed as T/O in Telephone Exchange, Gauhati, residing at Uzan-Bazar, Gauhati-1, have changed my name and shall hereafter be known as SHRI PHANINDRA KUMAR BORA.

It is certified that I have complied with other legal requirements in this connection.

PHANIDHAR BORA
[Sd. in existing (old) name]

I, hitherto known as ARUMUGAM SUDALAI MUTHU son of SUDALAIMUTHU employed as Material Clerk in Controller of Stores, Central Railway VT, Bombay-1, residing at Nainar Chawl Room No. 5, Kannadi Chawl Compound, Dharavi, Bombay-17, have changed my name and shall hereafter be known as ARUMUGAM SUDALAI MUTHU KADALKARAIYANDI NADAR.

It is certified that I have complied with other legal requirements in this connection.

ARUMUGAM SUDALAI MUTHU
[Sd. in existing (old) name]

I, hitherto known as DEBENDRA NATH ROY son of late KUTHARU HAZRA employed as SS/PR in the office of HIXR Alipurduar Jn. on N.E. Rly., residing at Alipurduar Jn. in Jalpaiguri District, have changed my name and shall hereafter be known as DEBENDRA NATH HAZRA.

It is certified that I have complied with other legal requirements in this connection.

IHTI of DEBENDRA NATH ROY

I, hitherto known as Shri MANAJI DIWAKARRAO TAMBEKAR son of Shri DIWAKARRAO TAMBEKAR, employed as U.D.C. in the Office of the Superintending Engineer, Nagpur Central Circle, CPWD., Nagpur-6, have changed my name and shall hereafter be known as MANOHAR DIWAKARRAO TAMBEKAR.

It is certified that I have complied with other legal requirements in this connection.

MANAJI DIWAKARRAO TAMBEKAR
[Sd. in existing (old) name]

I, hitherto known as BOORA MASI, son of Shri SADHA employed as Sweeper in the Regional Research Laboratory, Canal Road, Jammu, Tawi, residing at Christian Colony New Plots Jammu, have changed my name and shall hereafter be known as CHARLES GILL.

It is certified that I have complied with other legal requirements in this connection.

BOORA MASI
[Sd. in existing (old) name]

I, hitherto known as SUKHDEO PRASAD son of late RAMANAND NAO employed as MAZDOOR in 'B' Coining Department in India Government Mint, Alipore, Calcutta-700 053, residing at 11C, Kalakar Street, Calcutta-700 007, have changed my name and shall hereafter be known as SUKHDEO PRASAD SHARMA.

It is certified that I have complied with other legal requirements in this connection.

SUKHDEO PRASAD
[Sd. in existing (old) name]

I, hitherto known as CHAKRAVARTHULA SREE-RANGACHARYULU son of C. SRIRAMACHARY, employed as Agriculturist, residing at Gutala Post, (Via) Nidadavole, W.G. Dt., A.P., have changed my name and shall hereafter be known as CHAKRAVARTHULA, RANGARAJAN.

It is certified that I have complied with other legal requirements in this connection.

C. SREERANGACHARYULU
[Sd. in existing (old) name]

I, hitherto known as RAJA RAM son of Shri MAHESH SINGH employed as Sale Helper, Cocacola Factory, New Delhi, residing at A 454 Jawala Puri Nangloi, have changed my name and shall hereafter be known as RAJA SINGH.

It is certified that I have complied with other legal requirements in this connection.

RAJA RAM
[Sd. in existing (old) name]

FORM NO. 155

(See Rule 329)

MEMBERS VOLUNTARY WINDING UP

Name of Company : R. K. Nylon Knitters Private Limited
(In Liquidation)

NOTICE CONVENING FINAL MEETING

Notice is hereby given in pursuance of section 497 that a General Meeting of the members of the abovenamed Company will be held at C-5/7 Safdarjang Development Residential Area, Opposite I.I.T. Main Gate, New Delhi on Tuesday, the 12th day of April 1977 at 11 o'clock in the forenoon for the purpose of having an account laid before them showing the manner in which the winding up has been conducted and the property of the Company disposed of and of hearing an explanation that may be given by the Liquidator and also of determining by a special resolution of the Company, the manner in which the books, accounts and documents of the Company and of the Liquidator shall be disposed of.

Dated this 15th day of February 1977.

S. K. VOHRA
Liquidator

Notification by Central Gujarat Cotton Dealers' Association, Vadodara

The approval of the Director, Forward Markets Commission, under Sub-section (1) of Section 11 of the Forward Contracts (Regulation) Act, 1952, (74 of 1952), read with the Government of India, Ministry of Industry and Civil Supplies, Department of Civil Supplies and Co-operation Notification No. S.O. 957, dated the 20th March 1975 has been obtained on the 23rd December 1976 to the following amendments made to the Bye-laws of the Central Gujarat Cotton Dealers' Association, Vadodara, the same having been previously placed on the notice board of the Association under Section 11 of the said Act and Rule 11 of the Forward Contracts (Regulation) Rules 1954.

Amendments

1. For the existing Bye-law 3, the following shall be substituted, namely :—

"3. The non-transferable specific delivery contracts shall be entered into only between members or between a member and a non-member."

II. For the existing Bye-law 4, the following shall be substituted, namely :—

"4(1). Non-transferable specific delivery contracts between members shall be made through the registered brokers (Dalal) of the Association. Dalal will send the particulars of the contract in writing to the Association and parties to the contract before 4 p.m. on the next day and thereafter he shall prepare contract in the form prescribed by the Association. The contract shall be made in quadruplicate. He shall take signatures of the buyer and seller. Dalal shall send a copy of the contract to the parties to the contract and he shall send one copy to the Association latest by 4.00 p.m. of 10th day from the date of contract entered into. He shall keep one copy with him. If the broker does not submit the copy of the contract to the Association in prescribed time, he will not get brokerage and his registration will be liable to be suspended or cancelled.

(2). Non-transferable specific delivery contracts between a Member and a Non-member shall have to be registered in the Association by the member latest by 4.00 p.m. on the 15th day."

III. For the existing clause (b) of Bye-law 5, the following shall be substituted, namely :—

"5(b). The Board of Directors of the Association shall, before permitting non-transferable specific delivery contracts for a variety of cotton obtain approval of Forward Markets Commission for the same.

IV. For the existing Bye-law 6, the following shall be substituted, namely :—

"6 The 'Standards Committee' appointed by the Board shall, after the crop has started moving prepare standards of Fair Average Quality (F.A.Q) in respect of all the varieties traded at the centre. Sample will be prepared within 40 to 45 days from the commencement of the pressing factories."

V. For the existing Bye-law 8, the following shall be substituted, namely :—

"8. No N.T.S.D. Contract once entered into shall be settled mutually or by transferring the rights of responsibilities under such contract or under any delivery order or railway receipt or bill of lading or any other document of title relating thereto or by setting or by hawala or in any other manner nor shall delivery under the contract be postponed to a later date except in accordance with the provision of these bye-laws."

VI. For the existing clause (i) of Bye-law 18(A), the following shall be substituted, namely :—

"18(A)(i). buy at reasonable rate in the market (before 5.00 p.m.) on the third day after the notice is given within 24 hours after the period of tender is over to seller following the failure to tender, on account and at the risk and expense of the seller, cotton of the description sold or."

VII. For the existing Bye-law 24, the following shall be substituted, namely :—

"24. Any non-transferable specific delivery contract entered into for cotton in contravention of the provisions of any of the bye-laws 5, 7, 8 and 12 shall be illegal under the provisions of section 15(3A) of the Forward Contracts (Regulation) Act, 1952."

VIII. The following new Bye-law shall be added as Bye-law 24A. namely :—

"24A. Any non-transferable specific delivery contract entered into for cotton in contravention of the provisions of any of the bye-laws (4), (9) and (10) shall be deemed to be irregular. The powers are vested with the Board of Directors to take disciplinary action such as Fine, Suspension and Dismissal from membership against the concerned parties."

IX. For the existing clause (ii) of Bye-law 33, the following shall be substituted, namely :—

"33(ii). If the parties to the contract mutually agree that the price difference between the variety tendered and the fair average quality (F.A.Q.) is up to 7/- (Rs. seven) per 100 Kgs. in case of Digvijay cotton and S.R.T.I. cotton and upto Rs. 10/- (Rs. ten only) per 100 Kgs. in the case of Varalaxmi, M.C.U. 5, C02-134, C02-170, Gujarat-67, (I.S.C. 67) and Hybrid-4, Hybrid-5 cotton the seller shall tender the goods and the buyer shall accept the same."

X. For the existing clause (A), (B) and (D), of Bye-law 47, the following shall be substituted, namely :—

"47(A). The buyer and seller shall pay brokerage to the broker separately @ Rs. 1.00 per bale on Varalaxmi, M.C.U.-5, Gujarat-67 (I.S.C. 67) C02-a34, C02-170, Hybrid-4 and Hybrid-5 cotton and other cotton and at the rate of Re. 00-75 paise per bale on Digvijay cotton and S.R.T.I. cotton. If the seller or buyer instructs the broker, he shall, arrange for selection of goods at his own expense.

(B). The Buyer shall pay the weigher (Tolat) weighing charges Re. 0.50 paise per bale. The weigher shall go for weighment at his own expense.

(D) The Carrying charges shall be fixed by the Board every year and the buyer and seller shall give and take such charges accordingly. Only interest and insurance premium shall be included in the carrying charges."

XI. For the existing clause (C) of Bye-law 48, the following shall be substituted, namely :—

"48(C)(i). On the bales pressed by the seller himself @ 0-10 paise per bale.

(ii) On the sold or despatched by the seller @ 0-10 paise per bale.

(iii) On the bales purchased by the buyer @ 0-10 paise per bale.

(iv) Re. 0-10 paise per bale shall be charged from a member who entered into contract with a non-member on each contract."

XII. For the existing Bye-law 50 the following shall be substituted, namely :—

"50. Arbitration and Appeals.

(1) All unpaid claims whether admitted or not, and all disputes and differences arising out of or in relation to

(i) Cotton transactions between members including any dispute as to the existence of such transactions, or

(ii) Cotton contracts whether forward or ready and whether between members or between a member and a non-member made subject to these Bye-laws or

(iii) the rights and/or responsibilities of commission agents, muccadums and brokers, not parties to such transactions or contracts shall be referred to the arbitration of two disinterested persons one to be chosen by each party from amongst the active ordinary members or their authorised or nominated representatives for the purpose of determination, settlement and adjustment of disputes or differences in respect of cotton transactions referred to above; the arbitrators shall have power to appoint an umpire and shall do so if and when they differ as to their award.

The arbitrators shall make their award within ninety days of their appointment unless the President shall, when appointing arbitrators (in the manner prescribed below) or upon

the subsequent application of the arbitrators, whether appointed by the President, grant an extension of this period.

Explanations :--

An award shall be deemed to have been made on the date when the arbitrators shall have first recorded their decision in writing. If the two arbitrators cannot agree upon an award they shall appoint an umpire, within 90 days of the date on which they were appointed or within such extended period as may on their application be allowed by the President.

The umpire shall make his award within fifteen days from the date of his appointment unless the time is extended by the President.

(2) Upon application and on payment in advance of the minimum fees of arbitrators as provided in clause (10) of this bye-law by either disputant, the President shall appoint the two arbitrators (having power to appoint an umpire) in any of the following cases :—

(i) If after one party has appointed an arbitrator ready and willing to act, the other party refuses or neglects to appoint a second arbitrator ready and willing to act within seven days after service of written notice of that appointment.

(ii) If the arbitrators appointed not within ninety days or such extended period as may have been fixed by the President either make an award or appoint an Umpire.

(iii) If either of the arbitrators dies, refuses or neglects to act or becomes incapable of acting before an award is made by them.

In case (ii) and (iii) above the arbitrators or the surviving or acting arbitrator shall at once give notice thereof to the parties either of whom (Parties) may then apply to the President for appointment of new arbitrator/s within seven days from receipt of such notice. If no such application is received the proceeding shall come to an end.

(3) *The President may appoint an umpire in the following cases.*

(i) If from any cause the two arbitrators appointed by him fail within ninety days of their appointment, or within such extended period as may have fixed to make an award or appoint an umpire.

(ii) If from any cases the umpire fails to make his award within 15 days from the date of his appointment or within such period as may have been extended by the President.

(iii) In case of the death, refusal or neglect to act or incapacity of the umpire occurring at any time before his award is made.

In any of these cases the arbitrators/acting arbitrators shall give notice to the President.

The President may, if he thinks fit whether the time for making the award has expired or not and whether the award has been made or not, extend from time to time the time for making the award.

(4)(i) The arbitrators or umpire appointed under this Bye-law must in all cases at the time of appointment be member or authorised or nominated representatives of members.

(ii) No objection can be taken as the arbitration proceedings or appeal proceedings are adjourned and not completed in one meeting.

(iii) If in the opinion of the arbitrators a reference raises difficult or doubtful questions of law, a request may be made to the President for the appointment of an assessor and thereupon the President may appoint a counsel or an advocate or attorney or any other suitable lawyer to act as such assessor on such remuneration as is deemed proper. An assessor may

similarly be appointed when an appeal is being heard by the appeal committee. The remuneration of such assessor shall be paid by the parties to the dispute as may be directed in the award. If so required by the arbitrators or appeal committee assessor shall remain present throughout the hearing of the dispute and the arbitrators or the appeal committee (as the case may be) shall have power to accept or reject such advice.

(iv) The Secretary or an employee or employees of the Association acting under his authority shall :—

(a) receive application for arbitration/ reference and communications addressed by the parties before or during the course of arbitration or otherwise in relation thereto :—

(b) receive payment of all costs, charges, fees and other expenses.

(c) give the necessary notice and communicate to the parties the orders, directions, decisions and award of the arbitrator or the appeal committee.

(d) take charges of all documents and papers relating to the dispute except such as the parties are allowed to retain.

(e) maintain a register of disputes and

(f) generally do all such things and take all such steps as may be necessary to assist the arbitrators or the appeal committee.

(5) The award of any two arbitrators or their umpire shall be final and binding on both parties, subject (on payment of an appeal fee of Rs. 750/- which shall be credited in full to the association) to right of appeal to the appeal committee within 30 days from the date of publication of the award.

(6) Arbitrators or their umpire whether appointed by the parties or the President or the Board shall have the right to decide and state in their award how and by whom the arbitration fees and costs of awards and other charges incidental to the Arbitration shall be paid. In the absence of any specific direction in the award such cost shall be paid by the disputing parties in equal proportion. If either party to a dispute submitted to arbitration refuses to abide by and perform the decision of the arbitrators or the umpire or the appeal committee as the case may be and the award is filed in the appropriate Civil Court having jurisdiction in the matter he shall pay the costs between attorney and client in connection with the filing and enforcement of the award unless the court shall otherwise direct.

When a dispute between a member and non-member is submitted to arbitration, the non-member shall pay in advance the arbitration or appeal fees and shall enjoy all the privileges and be subject to all the obligations of members under this Bye-law and under all other bye-laws affecting arbitration whether original or an appeal, should the non-member when requested to do so by the member, fail or refuse to appoint an arbitrator ready and willing to act and the arbitrator is appointed by the President or the Board at the request of the member, the member shall be responsible to the Board for the arbitration fees and in the appeal fees without prejudice nevertheless to the right, if any, of such member to recover the same from the non-member. Notice to be served on a non-member shall be served at his ordinary business address or failing that his ordinary place of residence or failing that the notice may be given by advertisement.

(7) The award by the appeal committee shall be in writing and shall be signed on behalf of the appeal committee by the chairman of the appeal committee and by no other member and shall be counter signed by the Secretary.

Instruction to Arbitrators :

(8)(i) When two arbitrators have been appointed (whether by the parties or by the President or by the Board) the Secretary must give notice to the parties under instructions of the

arbitrators of the date fixed for the hearing and must obtain receipt for the same.

In arranging a date for the hearing the arbitrators should take into consideration :—

(ii) the time within they are required to make their award or appoint an umpire and

(iii) the time necessary to enable both parties to attend hearing if they so desire when the time allowed appears insufficient, arbitrators should apply for an extension to the President or failing him to the Board.

(iv) Having arranged the date of the hearing, the Secretary should send the notice, duly filled in and signed to both parties and obtain an acknowledgement of receipt. In the case of upcountry parties the notice should be sent by Registered post.

(v) A rough copy of the award should be sent by the arbitrators to the Secretary, who will have it typed on stamped paper, and send back to the arbitrators for signature. The award should be returned to the Secretary who will countersign it and send it to the parties (retaining the rough copy for record) and will collect the fees. Arbitrators are not entitled to collect their own fees. All documents relating to the arbitration except such as the parties are allowed to retain should be sent with the award for record to the Secretary.

(vi) An umpire shall hear the arbitrators or shall call for a written statement from each of them. He shall hear the parties if either of them writes to the umpire that he wishes to be heard by him.

(vii) Without the permission of the Board being had and obtained no reference shall be made by arbitrators or umpire whether appointed by the parties or by the President to any Court of law on any matter arising out of any arbitration.

NOTE :—The stamp duty depends upon the amount or the value of the property to which the award relates as set forth in such award and is to be calculated on the basis of scales prescribed in the Gujarat Stamp Act as in force from time to time.

Interested Members :

(9) No member of the Board having an interest in any particular matter in dispute shall vote on question of the appointment of arbitrators or umpire and no member of the Association having an interest in the particular matter in dispute shall be competent to sit on any arbitration or appeal or to vote on any Committee or Sub-Committee. Brokers and intermediate parties to the contract under consideration are not necessarily to be considered interested parties.

Fees on arbitration and appeal:

(10) The fees in arbitrations and appeals shall be as follows :—

(1) The fees for an arbitration under this Bye-law shall be Rs. 500/-. The fees will not be refunded in any circumstances from the date of hearing, but half fee may be refunded if the dispute is withdrawn before the date of hearing.

The fee for an appeal to the Appeal Committee under this bye-law shall be Rs. 750/- fees will not be refunded in any circumstances from the date of hearing, but half fee may be refunded if the appeal is withdrawn before the date of hearing.

(2) In arbitration/appeals under this bye-law the arbitrators/umpire/appeal committee shall have discretion in granting costs for any adjournment which may be applied for by any of the parties, and may also make payment of such costs as "condition" precedent.

(11) The party calling for an arbitration shall pay the fees in full prior to arbitration.

(12) It shall be condition precedent to the hearing of any appeal that the fee for an appeal shall have been paid to the Association by the Appellant.

(13)(1) All fees payable under this bye-law shall be paid to and collected by the Association and except to the extent hereinafter mentioned such fees shall belong wholly to the Association. The Association shall pay, under deduction of such amount as the Board may from time to time fix to the arbitrators who heard and disposed of an arbitration under this bye-law the balance of the fees payable in respect of such arbitration, such fees to be equally divided between them.

(2) The Association shall be responsible only for the fees actually collected but the Board shall deal, as it thinks fit, with failure promptly to pay in fees.

(14)(1) Every cotton transaction entered into between members and every contract made subject to these bye-laws shall be deemed in all respects to be subject to these bye-laws and the parties to such transaction, contracts or agreements shall be deemed to have submitted to the jurisdiction of the courts in Bharuch for the purpose of giving effect to the provisions of these Bye-laws.

(14)(2)(A) The death of any party to contract made subject to these Bye-laws shall not discharge the right of any other party to such contract or the legal representative of the deceased to refer to arbitration under these Bye-laws any dispute or claim whether as to quality or otherwise and in such event such right shall be exercisable by or against the legal representative of the deceased.

(B) Where a party to an arbitration dies during the pendency of an arbitration before a final award is made and published the authority of Surveyors, Arbitrators, Umpire, Appeal Committee and Board not thereby be revoked but the proceeding shall be continued by or against the legal representative of the deceased.

(C) Legal representative in this Bye-laws means a person who in law represents the estate of the deceased party and includes any person who intermeddles with the estate of such party and where a party acts in a representative character, the person on whom the estate devolves on the death of the party so acting.

(D) No suit or any other legal proceedings shall lie against arbitrators, appeal committee or Board and any member of the Board in respect of anything done by him in arbitration or appeal."

XIII. The Following new Bye-law shall be added as Bye-law 53, namely :—

"53. The parties to the contract shall not include any special terms in the contract which are repugnant to the terms and conditions of these byc-laws".

SD./- ILLEGIBLE
Secretary
Central Gujarat Cotton Dealers' Association,
Vadodara

Vadodara.
Date : 8-1-1977

CORRIGENDUM

"Read Late Shri G. L. Malik instead of late Shri G. D. MALIK printed in 2nd line of 1st advt. in Col. II at page 3 in the Gazette of India, Part IV dated 8-1-77."

VISAKHAPATNAM PORT TRUST

REVENUE ACCOUNT FOR THE YEAR ENDED

31st MARCH, 1975

	Actuals for 1973-74	Revd. Estimates for 1974-75	Actuals for 1974-75
INCOME :			
Cargo Handling & Storage Charges	7,44,37,821	7,36,88,000	7,58,25,019
Port & Dock Charges (Including Pilotage Fees)	1,04,44,318	1,10,66,000	1,07,02,210
Railway Earnings	1,07,97,837	1,03,70,000	1,22,10,547
Estate Rentals	59,38,233	44,61,000	41,88,177
	10,16,18,209	9,95,85,000	10,29,25,953
LESS :			
EXPENDITURE :			
Cargo Handling & Storage	3,06,96,362	2,67,00,200	3,76,65,616
Port & Dock Facilities for Shipping (Including Pilotage)	2,11,90,735	1,83,70,300	2,66,99,618
Railway Working	59,67,227	63,70,000	90,17,523
Rentable Lands & Buildings	27,51,422	29,30,000	37,81,486
	6,06,05,746	5,43,70,500	7,71,64,243
Add : Management & General Administration (Not directly attributable to a particular activity).	1,23,24,614	2,60,86,700	1,80,43,604
	7,29,30,360	8,04,57,200	9,52,07,847
Operating Surplus	2,86,87,849	1,91,27,800	77,18,106
Add : Finance & Miscellaneous income	1,86,745	22,28,000	58,51,112
	2,88,74,594	2,13,55,800	1,35,69,218
Less : Finance & Miscellaneous Expenditure :	1,26,17,694	2,23,72,800	1,96,21,809
Net Surplus	1,62,56,900	(-) 10,17,000	(-) 60,52,591
Add : Amounts withdrawn from reserves etc. (To meet partially or fully the expenditure charged above under the following heads to arrive at net surplus). Welfare expenses	88,107	—	1,00,000
Pilotage Account (Being the deficit as per preforma account Sch. 14)	4,92,478	—	10,93,617
Amount available for appropriation :	1,68,37,485	(-) 10,17,000	(-) 48,58,974
APPROPRIATIONS :			
Add : Transfer from reserves			
Less : Transfers to reserves etc.			
Employees' Welfare Fund	73,241	1,00,000	88,107
Repayment of loans from Government	1,50,000	1,50,000	1,50,000
Repayment of Loans from other Countries	18,48,136	20,60,000	25,47,120
General Sinking Fund	2,77,300	8,24,000	6,23,700
General Reserve Fund for Cap. Works	1,03,79,059	—	—
	1,27,27,636	31,34,000	34,08,927
Surplus/Deficit Transferred to General Reserve Fund :	41,09,849	(-) 41,51,000	(-) 82,67,901

D.D. PAUL VEDAM
FINANCIAL ADVISER &
CHIEF ACCOUNTS OFFICER
Visakhapatnam Port Trust

B.K. RAO
CHAIRMAN,
Visakhapatnam Port Trust

